

The FIRST NATIONAL BANK of BOSTON

BOSTON, MASSACHUSETTS 02106

August 18, 1978

RECORDATION NO. 9440-5

Filed & Recorded

AUG 23 1978 - 10 45 AM

Date AUG 23 1978

Fee \$ 7.00

INTERSTATE COMMERCE COMMISSION

Secretary of Interstate Commerce Commission
Washington
District of Columbia 20423

RECORDATION NO. 9440-5

Filed & Recorded

AUG 23 1978 - 10 45 AM

ICC Washington, D. C.

Dear Sir:

INTERSTATE COMMERCE COMMISSION

We enclose for recording with your office the following:

1. Original and two executed counterparts of a chattel mortgage dated July 20, 1978 between the following parties:

Mortgagor: THE COMMONWEALTH PLAN, INC.
2655 Campus Drive
San Mateo, California 94403

Mortgagee: THE FIRST NATIONAL BANK OF BOSTON
100 Federal Street
Boston, Massachusetts 02110

2. Original and two executed counterparts of an Assignment dated July 21, 1978 assigning the rents and other rights under Equipment Leasing Agreement No. 5 dated as of June 1, 1978 recorded on June 12, 1978 at 11:55 a.m. and assigned recordation #9440, said Assignment being between the following parties:

Assignor: THE COMMONWEALTH PLAN, INC.
2655 Campus Drive
San Mateo, California 94403

Assignee: THE FIRST NATIONAL BANK OF BOSTON
100 Federal Street
Boston, Massachusetts 02110

The general description of the equipment covered by said Mortgage & Equipment Lease Agreement is as follows:

Type	AAR Mechanical Designation	Number of Units	Symbol and Numbers
100-Ton Open Top Triple Hopper Cars	HT	60	PPLX 553, PPLX 555, PPLX 579 PPLX 618, PPLX 646, PPLX 904 PPLX 914, PPLX 919, PPLX 939

<u>Type</u>	<u>AAR Mechanical Designation</u>	<u>Number of Units</u>	<u>Symbol and Numbers</u>
			PPLX 943, PPLX 944, PPLX 952, PPLX 954, PPLX 955, PPLX 960, PPLX 961, PPLX 969, PPLX 981 and PPLX 1097 to PPLX 1138 inclusive

We also enclose our check in the amount of \$100 payable to the Secretary of Interstate Commerce Commission to cover the recordation fee. Would you please return one copy of the recorded documents in due course for attention of the undersigned.

Very truly yours


(Miss) Gretchen J. Kenney
Manager

Enclosures

AUG 23 1978 - 10 45 AM

MORTGAGE
(Personal Property)

INDUSTRIAL COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS that The Commonwealth Plan, Inc., of ~~Boston, Massachusetts~~ San Mateo, California (hereinafter called "Mortgagor") for valuable consideration to it paid by The First National Bank of Boston, of Boston, Massachusetts, (hereinafter called "Mortgagee"), the receipt whereof is hereby acknowledged and to secure primarily the payment of loans up to a maximum of \$2,100,000*** heretofore, currently or hereafter made under a certain Loan Agreement between the Mortgagor and the Mortgagee, dated June 1 1978 (hereinafter called the "Loan Agreement") and secondarily any and all other liabilities, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, of the Mortgagor to the Mortgagee, does hereby grant, bargain, sell, convey, transfer and deliver unto Mortgagee the articles of personal property listed below, and all equipment installed therein, all hereinafter called "the property". The property will be situated at the locations indicated below.

TYPE	NO. OF UNITS	AAR MECHANICAL DESIGNATION	REPORTING MARKS AND NUMBERS
100-ton Open Top Triple Hopper Cars	60	HT	PPLX 553, PPLX 555, PPLX 579, PPLX 618, PPLX 646, PPLX 904, PPLX 914, PPLX 919, PPLX 939, PPLX 943, PPLX 944, PPLX 952, PPLX 954, PPLX 955, PPLX 960, PPLX 961, PPLX 969, PPLX 981 and PPLX 1097 to PPLX 1138 inclusive.

TO HAVE AND TO HOLD all and singular the property, and any and all additions, accessions and substitutions thereto and therefor, unto Mortgagee and its successors and assigns, to its and their own use and behoof forever. Mortgagor hereby covenants with Mortgagee: (1) That Mortgagor is the lawful owner of the property; that the property has been leased to Pennsylvania Power & Light Company of Allentown, Pennsylvania

which lease provides that as long as the lessee is not in default thereunder, the lessee shall be entitled to uninterrupted use of the property on the terms and conditions provided in the lease, but except for such lease the property is free from all encumbrances; that Mortgagor has good right to sell the same as aforesaid; and that Mortgagor, except as aforesaid, will warrant and defend the same against the lawful claims and demands of all persons; and (2) That Mortgagor will comply with all covenants, terms and conditions of the Loan Agreement.

TIME IS OF THE ESSENCE OF THE AGREEMENTS HEREIN CONTAINED.

The entire balance of the sums secured hereby, with interest and all other sums due hereunder, shall, immediately or at the option of Mortgagee as provided in the Loan Agreement, become due and payable, without notice or demand upon the occurrence of any of the events of default specified in the Loan Agreement.

PROVIDED, NEVERTHELESS, that if Mortgagor shall pay unto Mortgagee all sums called for in the Loan Agreement on or before the times specified for payment therein, and shall have punctually performed and observed all the covenants, terms and conditions hereof, and of the Loan Agreement, and shall then be under no other liability or obligation of any kind or description to the Mortgagee than this mortgage shall be void.

BUT UPON ANY EVENT OF DEFAULT (as specified in the Loan Agreement) by the Mortgagor, Mortgagee may, without demand or notice of any kind, except as may otherwise be affirmatively required by law, but subject to the rights of the Lessee under the lease referred to above, sell the property or any part thereof at public auction or private sale; and out of the money arising from such sale Mortgagee shall be entitled to retain all sums then owing to it by the Mortgagor secured by this mortgage, whether then or thereafter payable, and also all reasonable costs and expenses, including attorneys' fees, incurred or sustained by it in the collection or attempted collection of the liabilities secured hereby or in relation to the property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any, to Mortgagor.

AND IT IS AGREED that Mortgagee, or any person or persons in its behalf, may purchase at any public sale made as aforesaid; and that until an event of default (as specified in the Loan Agreement), Mortgagor may retain possession of the property and may use and enjoy the same, but after such event of default, Mortgagee may take immediate possession of the property, and for that purpose may, so far as Mortgagor can give authority therefor, enter upon any premises on which the property or any part thereof may be situated and remove the same therefrom.

AND IT IS FURTHER AGREED that this instrument shall bind and inure to the benefit of, and that the terms "Mortgagor" and "Mortgagee" as used in this instrument shall respectively include, the respective parties and their respective successors and assigns, and that all rights, titles and interests of Mortgagee in, to and under this instrument and in and to the property, and all rights, powers, privileges and remedies of Mortgagee hereunder shall pass to and may be exercised by any assignee from Mortgagee and any subsequent assignee.

IN WITNESS WHEREOF the said Mortgagor has hereunto set its hand and seal to three
original counterparts this twentieth day of July, in the year 19 78

Signed and Sealed
in the Presence of:

THE COMMONWEALTH PLAN, INC.

By OP Browne
Vice President

State of California
County of San Mateo

~~COMMONWEALTH OF MASSACHUSETTS~~
~~SAN MATEO COUNTY~~

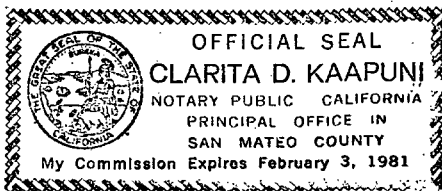
San Mateo, CA

~~NOTARY PUBLIC~~

July 20, 19 78

Before me personally appeared E. P. BROWNE to me well known and known to me to be a Vice President of The Commonwealth Plan, Inc., the corporation named in the foregoing instrument, and known to me to be the person who as such officer of said corporation, executed the same; and then and there did acknowledge before me that said instrument is the free act and deed of said corporation by him executed as such officer for the purposes therein expressed; that the seal thereunto attached is the corporate seal by him in like capacity affixed; all under authority duly granted by the Board of Directors of said corporation.

WITNESS my hand and official seal this 20th day of July, 1978



(3/1/61)

Clarita D. Kaapuni
Notary Public in and for the
County and State Aforesaid

My commission expires: February 3, 1981

Received and entered in Records of Mortgages of Personal Property in the Clerk's office of the _____
of _____ book _____, page _____

Clerk.

RECORDATION NO. 9440 Filed & Recorded

AUG 23 1978 - 10 45 AM

INTERSTATE COMMERCE COMMISSION

ASSIGNMENT

The undersigned has entered into a loan agreement dated June 1, 1978, with The First National Bank of Boston (herein called "the Bank") in connection with property acquired and/or to be acquired by the undersigned and leased by the undersigned to Pennsylvania Power & Light Company (herein called "the lessee") under a leasing agreement between the undersigned and said lessee dated June 1, 1978, recorded at Interstate Commerce Commission June 12, 1978, recordation no. 9440 and 9440-A, and supplemental recordation no. 9440-B made August 18, 1978.

As contemplated in said loan agreement the undersigned, for value received, hereby assigns, transfers and sets over to the Bank any and all rents, renewal rents, fixed charges, mileage charges and other claims and rights to moneys due or to become due, together with any and all other rights of every kind and description of the undersigned under or arising out of the aforesaid leasing agreement and any individual leases thereunder heretofore or hereafter entered into between the undersigned and the lessee, excepting only title to or ownership of the property covered by said leases, primarily as security for the undersigned's indebtedness and liability to the Bank under said loan agreement and secondarily as security for any and all other liabilities and obligations of the undersigned to the Bank, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising; it being understood, however, that the Bank does not by this assignment or otherwise assume any of the duties or obligations of the undersigned under said leasing agreement and shall not be responsible in any way for the performance by the undersigned of any of the covenants, terms or conditions thereof.

IN WITNESS WHEREOF the undersigned has duly executed this assignment this 21st day of July, 1978.

Attest:

THE COMMONWEALTH PLAN, INC.

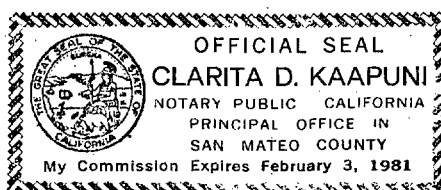
[Signature]
Assistant Clerk

By

[Signature]
President

STATE OF CALIFORNIA)
COUNTY OF SAN MATEO) SS

On this 21st day of July, 1978, before me personally appeared Bernard Goldman, President of The Commonwealth Plan, Inc., known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.



[Signature]
Notary Public

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

8/24/78

Miss Gretchen J. Kenney, Manager
The First National Bank Of Boston
100 Federal Street
Boston, Massachusetts 02110

Dear

Miss Kenney:

The enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,
49 U.S.C. 20(c), on **8/23/78** at **10:45am**
and assigned recordation number(s) **9440-^u & 9440-^g**

Sincerely yours,

H.G. Homme, Jr.,
Acting Secretary

Enclosure(s)

SE-30-T
(2/78)